

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
AT DAYTON

GAREY E. LINDSAY, REGIONAL DIRECTOR
OF THE NINTH REGION OF THE NATIONAL LABOR
RELATIONS BOARD, FOR AND ON BEHALF OF THE
NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

Civil No.

MIKE-SELL'S POTATO CHIP COMPANY

Respondent

ORDER GRANTING PRELIMINARY INJUNCTION

This case came on to be heard upon the verified petition of Garey E. Lindsay, Regional Director of the Ninth Region of the National Labor Relations Board, for and on behalf of said Board, for a preliminary injunction pursuant to Section 10(j) of the National Labor Relations Act, as amended, pending the final disposition of the matters involved before the Board, and upon the issuance of an order to show cause why injunctive relief should not be granted as prayed in the petition. The Court, upon consideration of the pleadings, evidence, memoranda, argument of counsel, and the entire record in the case, has made and filed its Findings of Fact and Conclusions of Law, finding and concluding that there is reasonable cause to believe that Mike-Sell's Potato Chip Company has engaged in, and is engaging in, acts and conduct in violation of Section 8(a)(1) and (5) of said Act, affecting commerce within the meaning of Section 2(6) and (7) of said Act, and that such acts and conduct will likely be repeated or continued unless enjoined.

Now, therefore, upon the entire record, it is:

ORDERED, ADJUDGED AND DECREED that, pending the final disposition of the matters involved pending before the National Labor Relations Board, respondent, Mike-Sell's Potato Chip Company, its officers, representatives, agents, servants, employees, attorneys, successors and assigns, and all persons acting in concert or participation with it, be and they hereby are enjoined and restrained from:

(a) Refusing to bargain in good faith with the union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All sales drivers, and extra sales drivers at the [respondent's] Dayton Plant, Sales Division and at the [respondent's] Sales Branch in Cincinnati, Columbus, Greenville, Sabina and Springfield, Ohio and all over-the-road drivers, employed by the [respondent], but excluding all supervisors, security guards, and office clerical employees employed by the [respondent].

(b) Refusing to meet and bargain in good faith with the union over any proposed changes in wages, hours and working conditions.

(c) Changing terms and conditions of employment by unilaterally selling delivery routes without notification to the union or affording the union an opportunity to bargain regarding these decisions.

(d) Refusing to provide the union with information it requested that is relevant and necessary for it to fulfill its role as the collective-bargaining representative of the Unit employees.

(e) In any other like or related manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. That the Court issue an affirmative order directing respondent, pending final disposition of the Board charges referred to herein, to:

(a) Within 5 days of the Court's Order, or at a mutually agreed-upon time, meet and bargain with the union over any proposed changes in wages, hours, and working conditions as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All sales drivers, and extra sales drivers at the [respondent's] Dayton Plant, Sales Division and at the [respondent's] Sales Branch in Cincinnati, Columbus, Greenville, Sabina and Springfield, Ohio and all over-the-road drivers, employed by the [respondent], but excluding all supervisors, security guards, and office clerical employees employed by the [respondent].

(b) Within 5 days of the Court's Order, at the union's request, give notice to the affected distributors that the sales of Ohio Routes #102, #104, #122, and #131 will be terminated within 30 days.

(c) Within 35 days of the Court's Order, at the union's request, assign Ohio Routes #102, #104, #122, and #131 to Unit employees.

(d) Within 5 days of the Court's Order, furnish the union with the following information requested in its August 29, 2016 information request letter: (1) documents showing the profitability of respondent's routes for the period September 1, 2014 through August 1, 2016 so a comparison can be made between all of the routes to Routes #104 and #122; (2) a copy of the agreement between respondent and the entity who is scheduled to purchase these routes; (3) a description of how respondent's product is to be received by the entities purchasing these routes and, (4) a copy of all correspondence between respondent and the entity who is scheduled to purchase these routes.

(e) Within 5 days of the Court's Order, bargain collectively with the union as the exclusive representative of all its Unit employees at its Dayton, Ohio facility with respect to rates of pay, wages, hours of employment and other conditions of employment, and if an agreement is reached, embody the agreement in a signed document.

(f) Within 5 days of the Court's Order, post copies of the Court's Order in English and in any other language deemed appropriate, in all locations where other notices to employees are customarily posted, maintain these postings during the pendency of the Board's administrative process free from all obstruction and defacements and grant to agents of the Board reasonable access to these facilities in order to monitor compliance with the posting requirements.

(g) Within 10 days of the Court's Order, to: (a) hold a mandatory employee meeting or meetings, at times when the respondent customarily holds employee meetings, and scheduled to ensure the widest possible employee attendance, at which the District Court's Order will be read to employees in English and in any other language deemed appropriate, by a responsible management representative of the respondent in the presence of a Board agent; (b) announce the meeting for the Order reading in the same manner it would customarily announce a meeting of employees; (c) require that all employees at the facility involved in this proceeding attend the meeting; and (d) have the Regional Director's, of the Ninth Region of the National Labor Relations Board, prior approval of the time and date of the meeting or meetings for the reading of the Court's Order and the Regional Director's approval of the content and method of the announcement to employees of the reading of the Court's Order.

(h) Within 20 days of the issuance of the Court's Order, to file, with a copy submitted to the Regional Director of the Ninth Region of the National Labor Relations Board, a sworn affidavit from a responsible official of respondent, setting forth with specificity the manner in

which it has complied with terms of this Order including the location of the posting required by the Order.

Dated:

United States District Judge